

CONTRACT #4
RFS # 339.01-49710
FA # Pending

**Mental Health & Developmental
Disabilities**

VENDOR:
University of Tennessee
Memphis College of Pharmacy



**STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES**

Cordell Hull Building - 3rd Floor
425 5th Avenue North
Nashville, Tennessee 37243

RECEIVED

NOV 04 2009

FISCAL REVIEW

November 4, 2009

MEMORANDUM TO: Fiscal Review Committee

FROM: Linda Parker, Director
Program Support

RE: Non Competitive Contract Request
University of Tennessee, Memphis
College of Pharmacy

This is to request Fiscal Review Committee (FRC) endorsement to enter into a non competitive contract with the University of Tennessee – Memphis, College of Pharmacy for statewide pharmacy consultant services for the Department of Mental Health and Developmental Disabilities. The term of the contract will be January 15, 2010 through June 30, 2014 in the amount of \$445,700.

The Department currently has a contract with UT-Memphis for these services. The file reflects that a non competitive contract request was submitted and approved by the Office of Contract Review (OCR) on November 18, 2004 in the amount of \$225,000. The contract which was issued and approved in January 2005 was for \$197,408.00. A non competitive amendment request was submitted in March, 2005 to allow for the hourly rate to be increased, which request was approved by OCR. (Amendment #1) A non competitive amendment request was submitted in March, 2008, to increase the maximum liability for the remaining years of the contract. (Amendment #2) This request was submitted to the FRC and approval was recommended by the FRC and approved by OCR May 8, 2008.

The University of Tennessee- Memphis, College of Pharmacy will provide a consultant for 20 hours per week for a maximum of 52 weeks per year. The consultant will provide services statewide in all Regional Mental Health Institutes, provide consultation to the Department on pharmacy issues; and will serve as the State Opioid Treatment Authority (SOTA).

The University of Tennessee- Memphis, College of Pharmacy is the only fully accredited Pharmacy College in Tennessee. By contracting with UT, TDMHDD receives pharmacy services at a lower rate than with a private vendor. Additionally, there is great benefit from working with the academic community because they are constantly reviewing and updating practices in pharmacy that will benefit the State.

Supplemental information regarding allocation and expenditures for the current contract is attached. Also, anticipated expenditures, savings and cost comparisons for the new contract. Estimates of savings were calculated based on information obtained from private pharmacists and the internet.

Let let me know if additional information is required.

Attachments

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	UT Memphis College of Pharmacy		*Contact Phone:	Gene Wood 615-532-6676	
*Original Contract Number:	NA		*Original RFS Number:	33901-49710	
Edison Contract Number: (if applicable)	NA		Edison RFS Number: (if applicable)	NA	
*Original Contract Begin Date:	01/15/2010		*Current End Date:	06/30/2014	
Current Request Amendment Number: (if applicable)			NA		
Proposed Amendment Effective Date: (if applicable)			NA		
*Department Submitting:			Department of Mental Health & Developmental Disabilities		
*Division:			Clinical Leadership		
*Date Submitted:			11/5/2009		
*Submitted Within Sixty (60) days:			Yes		
If not, explain:					
*Contract Vendor Name:			UT Memphis College of Pharmacy		
*Current Maximum Liability:			\$445,700.00		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2010	FY:2011	FY2012:	FY2013:	FY2014:	
\$42,200.00	\$95,500.00	\$99,600.00	\$102,700.00	\$105,700.00	
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
N/A					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			NA		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			NA		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract	State:	\$445,700.00	Federal:		

Effective October 30, 2009

Supplemental Documentation Required for
Fiscal Review Committee

Funding Source/Amount: State				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?				

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY1/15/2010-6/30/2010:	FY 07/01/2010-06/30/2011	FY:07/01/2011-06/30/2012	FY:07/1/2012-06/30/2013	FY:07/1/2013-06/30/2014
Pharmacy Consultant	\$81.28 per Hr	\$85.34	\$89.31	\$92.30	\$95.07

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY1/15/2010-6/30/2010:	FY 07/01/2010-06/30/2011	FY:07/01/2011-06/30/2012	FY:07/1/2012-06/30/2013	FY:07/1/2013-06/30/2014
Pharmacy Consultant	\$77,000.00-\$101,000.00	\$27,000.00-\$51,000.00	\$23,000.00-\$47,000.00	\$20,000.00-\$44,000.00	\$17,000.00-\$41,000.00

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:2010	FY:2011	FY:2012	FY:2013	FY:2014
\$362,700.00FY UT Memphis College :of Pharmacy	\$39,000.00	\$88,800.00	\$92,900.00	\$96,000.00	\$99,000.00
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
A full time Director of	FY:2010 \$116,000-	FY:2011 \$116,000.00-	FY:2012 \$116,000.00-	FY:2013 \$116,000.00-	FY:2014 \$116,000.00-

Supplemental Documentation Required for
Fiscal Review Committee

Pharmacy in a number of states range from \$116,000.00-130,000 (website)	\$140,000.00+	\$140,000.00+	\$140,000.00+	\$140,000.00+	\$140,000.00+
Other Vendor Cost: (name of vendor) Pharmacy Director at TennCare \$139,000 (Website and personal confirmation)	FY: 2010 \$116,000.00- \$140,000.00+	FY: 2011 \$116,000.00- \$140,000.00+	FY: 2012 \$116,000.00- \$140,000.00+	FY: 2013 \$116,000.00- \$140,000.00+	FY: 2014 \$116,000.00- \$140,000.00+

From: "Cooper, Shelia G" <scooper@uthsc.edu>
To: "Gwen Hamer" <Gwen.Hamer@tn.gov>
Date: 11/4/2009 1:23 PM
Subject: RE: College of Pharmacy Consultant Contract #ED-05-01735-01

CC: "Linda Parker" <Linda.Parker@tn.gov>
Gwen,

As discussed, the University of Tennessee builds in increases to salary in contract budgets. The typical annual increase is 3%. If the State of Tennessee is able to grant an increase the funds will be available in the contract. If there are no increases then the State will be billed at the current rate. In the second year there is a 5% increase. Dr. Carter could be eligible for promotion during that year which generally carries a 10% overall increase. This was built in just in case the promotion is granted. If he does not receive it, there again, the old amount would be charged to the State.

Please let me know if you need anything else.

Shelia

Shelia Cooper

Business Manager

Department of Clinical Pharmacy

University of Tennessee

847 Monroe Avenue, Suite 208

Memphis, TN 38163

901-448-6047

901-448-1741 fax

From: Gwen Hamer [mailto:Gwen.Hamer@tn.gov]
Sent: Wednesday, November 04, 2009 11:19 AM
To: Cooper, Shelia G
Cc: Linda Parker
Subject: College of Pharmacy Consultant Contract #ED-05-01735-01

I need your help ASAP today. We are down to the wire in finalizing the above contract which has to be submitted today. I was requested to ask you to e-mail me your justifications for the increase in the service rate for the next five years especially given the state of the economy



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pharmacists & pharmacy director
in Tennessee

\$107,000

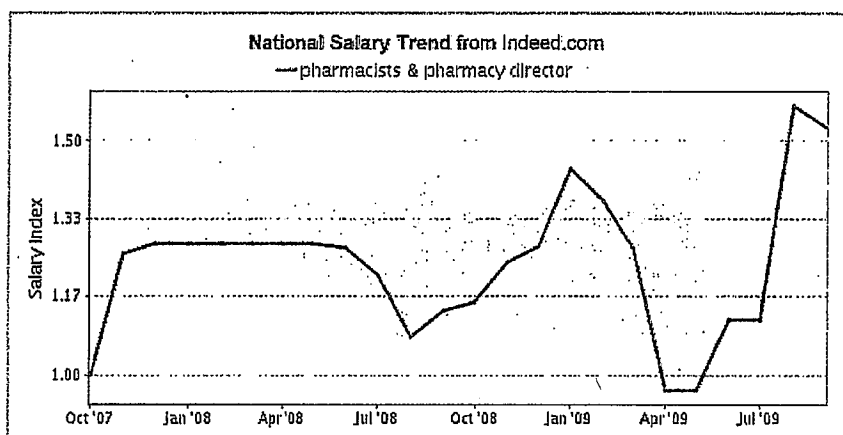
In USD as of Nov 4, 2009

55k

110k

165k

Average pharmacists & pharmacy director salaries for job postings in Tennessee are the same as average pharmacists & pharmacy director salaries for job postings nationwide.



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Hospital Pharmacy Operations
Manager in Tennessee

\$96,000

Director of Pharmacy Hospital in
Tennessee

\$159,000

Health Facilities Evaluator Nurse in
Tennessee

\$78,000

Pharmacist Day Schedule in
Tennessee

\$130,000

In USD as of Nov 4, 2009

55k

110k

165k

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iHirePharmacy's entire salary database is based on salary information provided by our **77,029** Pharmacy Candidates

Job Title	Less Experienced Base Pay	Average Experience Base Pay	More Experienced Base Pay
Pharmacy Director in TN	\$95,000	\$104,000	\$114,400

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Average Pharmacy Director Salaries of Candidates in Tennessee

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**PHARMACIST,
DIRECTOR OF
PHARMACY**

BOOKMARK

Company: Medical Staffing Source of America, INC

Location: Munster, Indiana

- **Salary:** Not Specified
- **Category:** Healthcare / Nursing

- *Date Posted:* 10/01/2009
- *Travel Required:* Not Specified
- *Security Clearance:* No
- *Work Type:* Any
- *Contact:* Douglas Kane
- *Tracking Number:* 59704650
- *Contact Fax:* (800) 775-5980
- *Contact Phone:* (800) 482-8810

Job Description

MEDICAL STAFFING SOURCE OF AMERICA, INC. , has an immediate need for a Pharmacist, Director of Pharmacy, full time, perm. position in in Munster, Indiana.

DOP Salary - \$115, 000 - \$130, 000

Munster IN

Bonus Eligible - Yes

Overtime Eligible - No

Relocation Assistance Available - Yes

Interview Travel Reimbursed Yes

2+ to 5 years of experience

Management Experience Required Yes

The Director of Pharmacy is responsible for overseeing all medication storage and preparation in the health system or organization. The director of pharmacy ensures that the pharmacy provides optimal services; meets all legal, accreditation, and certification requirements; and complies with all applicable policies, procedures, codes, and standards of the organization.

Principal Duties/Responsibilities

- Develops and enforces policies and procedures that promote cost-effective, appropriate, and safe medication use
- Develops and maintains a medical staff-approved formulary
- Supervises medication storage and preparation areas throughout the facility
- Provides for the educational needs of health care professionals, patients, and their families
- Ensures maintenance of an adequate medication supply

- Ensures the integrity of the medication supply
- Establishes specifications for the procurement of medications, chemicals, and biologicals
- Ensures strict control and accountability for medications dispensed to patients or distributed to floor stock
- Assures adequate control and documentation of controlled substances
- Ensures applicable continuing education records and licensure are maintained in department files
- Supervises all pharmacy personnel and recruits, interviews, promotes, disciplines, and terminates pharmacy staff
- Develops job descriptions and performance standards
- Evaluates and counsels staff on their performance
- Prepares work schedules and monitors workload statistics

Compensation: Great Compensation

Experience: Must be licensed as a Pharmacist

This job has been posted on Absolutely Health Care to Allied Health: Pharmacist & Pharmacy Technician.

Full Benefits Package

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Post date: 10/28

Skipstone Healthcare Staffing

From: "Eoff, James C" <jeoff@utmem.edu>
To: <dopftf@listserv.utmem.edu>, <pharmfft@listserv.utmem.edu>
Date: 7/16/2009 8:28 AM
Subject: [dopftf] FW: students salary survey
Attachments: AACP student survey 2009 summary.htm; Part.002

Dear faculty,

I am attaching a summary of the AACP graduating students survey for 2009 graduates. We had 136 out of the 163 complete the survey. It is overall very positive about the curriculum and programs of the College.

In addition, we received 141 of the 163 graduates on their salary information and practice type.

The average salary of the 75% percent graduates entering practice (excluding the residents & graduate students) is \$114,821.

The breakdown of the class is as follows:

Practice	%	average salary
Chains	66%	\$116,032
Residency	24.1%	\$40,071
Independent	2.1%	\$109,333
Institutional	2.1%	\$108,667
Clinical	1.4%	\$103,500
Grad school	0.7%	\$19,500
Other	3.5%	\$103,800

(Others included Accredo, specialty Rx, mail order, nuclear)

Thanks,

James C. Eoff III, Pharm. D.

Executive Associate Dean

University of Tennessee College of Pharmacy

847 Monroe Avenue, Suite 226

Memphis, TN 38163

901-448-6120

Select count(*) from emps where 1=1 and department='TENNCARE' and name like '%beshara%' Select * from emps where 1=1 and department='TENNCARE' and name like '%beshara%' order by name asc limit 0, 50

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Here is a list of full time state employees showing how much they made in excess of their base salaries in 2005. The state withheld the names of certain employees who have investigative jobs. Information on those employees does not appear on the list.

You can search by any combination of name, title, and department. You can type partial names or titles if you wish.

Name
 Title
 Department

1 records found. This is page 1 of 1.

 Name	Department	Title	Salary	Gross 2005 Pay	Difference Salary To Gross	Percent Difference
DAVID BESHARA	TENNCARE	PHARMACIST 2	139,056.00	103,679.00	-35,376.00	-25.44%

1

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State Employee Salary Search

RESULTS

You searched for First Name: Last Name: Agency Name: TennCare Job Title: pharmacist

2 results found, displaying [1 - 2 of 2]

Agency Name	Last Name	First Name	Job Title	Compensation Rate	Compensation Rate Period	Full/Part
TennCare	McIntire	Raymond	PHARMACIST 2	\$10,000.00	Monthly	F
TennCare	Woods	Nicole	PHARMACIST 2	\$11,377.64	Monthly	F

2 results found, displaying [1 - 2 of 2]

The salary information provided is as of 9/1/2009, and is updated semi-annually.

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REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that **must** be individually detailed or addressed **as required**. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	33901-49710	
2) State Agency Name :	Tennessee Department of Mental Health and Developmental Disabilities	
3) Service Caption :	Statewide Pharmacy Consultant	
4) Proposed Contractor :	UT Memphis College of Pharmacy	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	January 15, 2010	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2014	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$445,700	
8) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired		
UT Memphis College of Pharmacy shall provide a statewide pharmacy consultant. The pharmacy consultant shall work with the five (5) Regional Mental Health Institutes (RMHIs) as a resource to physicians, pharmacists and clinical staff as well as providing pharmacy oversight to assure compliance with the Joint Commission, federal and state regulations. The pharmacy consultant will review the pharmacy practices statewide to improve patient safety and minimize medication errors. Further, the pharmacy consultant shall serve as the State Opioid Treatment Authority (SOTA) pursuant to federal regulations contained in Title 42 of the Code of Federal Regulations, Part 8 (42 CFR Part 8).		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
Pharmacy services are required for all units at the five (5) RMHI's. Statewide pharmacy oversight is essential to provide adequate care to our patients, as well as to meet the required standards of the Joint Commission and Medicare Standards required for insurance reimbursement. The pharmacy consultant will also serve as the SOTA pursuant to federal regulations contained in Title 42 of the Code of Federal Regulations, Part 8 (42 CFR Part 8)..		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method it Used :		
The pharmacy consultant services were purchased in the past through the non-competitive contract process for a five (5) year period that will end on January 14, 2010.		
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)		

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The University of Tennessee College of Pharmacy has been the leader in pharmacy education, practice, and research for more than a century. The *U.S. News and World Report* magazine has ranked the UT College of Pharmacy one of the top twenty (20) pharmacy schools in the nation. Other pharmacy schools in Tennessee, both private and public, have inaugural classes that began in the Fall of 2008 and have not yet been granted full accreditation by the American Council on Pharmaceutical Education. At present, the UT College of Pharmacy continues to be the only fully accredited College of Pharmacy in Tennessee. Additionally, the UT College of Pharmacy has a well documented reputation for maintaining and advancing its position as a leader in pharmacy education and training pharmacy students to be well prepared for the workforce.

14) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology; N/A to THDA requests)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Prior to pursuing the purchase of these services in 2005, the department staff contacted and interviewed a number of other pharmacy companies and individual pharmacists. A statewide search was conducted, and several pharmacists were contacted from other states. It was determined that purchasing these services from the UT Memphis College of Pharmacy was the most economical manner at that time and a non-competitive contract was approved. In the current economy, it is believed that continuing the relationship with the UT Memphis College of Pharmacy is in the best interest of the State and the services should, once again, be purchased in the most economical manner.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :

(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The University of Tennessee Memphis College of Pharmacy is the only accredited Pharmacy College in Tennessee. By contracting with UT, TDMHDD receives pharmacy services at a lower rate than with a private vendor. Additionally, there is a great benefit from working with the academic community because they are constantly reviewing and updating practices in pharmacy that benefit the State.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date



CONTRACT

(ED-type fee-for-service contract with the University of Tennessee or a Board of Regents college or university)

Agency Tracking #

33901-49710

Edison ID

Contractor

University of Tennessee – Memphis by and through its College of Pharmacy

Contractor Federal Employer Identification #

☒ C- 62-6001636-32

Service

Pharmacy Consultant

Contract Begin Date

January 15, 2010

Contract End Date

June 30, 2014

Subrecipient or Vendor

☐ Subrecipient ☒ Vendor

CFDA #(s)

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	\$42,200.00				\$42,200.00
2011	\$95,500.00				\$95,500.00
2012	\$99,600.00				\$99,600.00
2013	\$102,700.00				\$102,700.00
2014	\$105,700.00				\$105,700.00
TOTAL	\$445,700.00				\$445,700.00

American Recovery and Reinvestment Act (ARRA) Funding – ☐ YES ☒ NO

OCR USE
ED

Agency Contact & Telephone #

Gene Wood, Budget Director, Telephone: 615-532-6676

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code

Account Code

Contractor Selection Method

☐ RFP

☒ Competitive Negotiation *

☐ Alternative Competitive Method *

☒ Non-Competitive Negotiation *

☐ Other *

*Procurement Process Summary

Non Competitive Contract Request submitted to Fiscal Review Committee and Office of Contract Review for approval.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
UNIVERSITY OF TENNESSEE MEMPHIS THROUGH ITS COLLEGE OF PHARMACY**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and University of Tennessee Memphis through its College of Pharmacy, hereinafter referred to as the "Contractor," is for the provision of pharmacy consultant services, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: C62-6001636-32

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. This Contract is for a licensed pharmacist to serve as a pharmacy consultant who shall provide services statewide in all Regional Mental Health Institutes (RMHIs); provide consultation to TDMHDD on pharmacy issues; and serve as the State Opioid Treatment Authority (SOTA) as further described in this Scope of Services.
- A.3. The Contractor shall provide a licensed pharmacist, and submit proof of credentials upon request of the State, with the following experience:
- (1) Five (5) years of experience and training in the area of mental health and TennCare;
 - (2) Familiarity and experience with medications on the TennCare formulary and other pharmacological issues; and
 - (3) Familiarity and experience with federal and state laws, rules, and regulations governing opioid treatment.
- A.4. The Contractor shall provide a licensed pharmacist for twenty (20) hours per week, maximum of fifty-two (52) weeks per year.
- A.5. The Contractor shall ensure that the licensed pharmacist carries out the following duties:
- (1) Consults on all pharmacy issues facing the RMHIs, including but not limited to: formularies, dosages, packaging, inventory control, dispensing practices, and costs;
 - (2) Contributes to the formulation of pharmaceutical policies and procedures; including developing policy and health care standards that meet state and federal law, accreditation agency standards, and institutional policy;
 - (3) Serves as a professional resource to physicians, pharmacists, and clinical staff;
 - (4) Increases pharmacy oversight to assure compliance with the Joint Commission (JC), federal, and state regulations;
 - (5) Reviews pharmacy practice to improve patient safety and minimize medication errors at the RMHIs;
 - (6) Maintains proper practice guidelines to 1) prevent illegal drug dispensing and substitution; and 2) prevent unauthorized prescription refills;
 - (7) Checks drug accountability audits;

- (8) Monitors the process of labeling and coding looking for ways to improve labeling and bar coding medication to ensure compliance with new regulations for writing prescriptions in the RMHIs;
- (9) Monitors the dispensing and storage of medication; approves coding and methods of dispensing medications at the RMHIs;
- (10) Monitors compliance with new regulations for writing prescriptions and providing off-hour access to medications;
- (11) Conducts training activities and provides consultation when necessary to improve the quality of pharmacy services at the RMHIs;
- (12) Serves on the state pharmacy and formulary committees and participates in scheduled meetings with the State;
- (13) Makes recommendations on pharmaceutical equipment, software, and reference materials needed by the RMHI pharmacy staff;
- (14) Facilitates the integration of a new drug therapy management system for tracking, billing, and reporting on dispensing services when implemented;
- (15) Provides written reports or communications to Supervisors, the State's Commissioner, and other State staff as requested. Reports shall include, but not be limited to those related to cost, budget, and dispensing expenses as well as drugs, types, class, cost, and accountability inventory; and
- (16) Serves as the State Opioid Treatment Authority (SOTA) and performs all associated duties.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on January 15, 2010 and ending on June 30, 2014. State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Forty Five Thousand Seven Hundred Dollars (\$445,700.00) The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>Service Description</u>	Amount (per compensable increment)				
	1/15/2010-6/30/2010	7/1/2010-6/30/2011	7/1/2011-6/30/2012	7/1/2012-6/30/2013	7/1/2013-6/30/2014
Pharmacy Consulting Services	\$81.28 per hour	\$85.34 per hour	\$89.31 per hour	\$92.30 per hour	\$95.07 per hour

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. **Travel Compensation.** Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed Thirty Thousand Dollars (\$30,000.00) during the period of the Contract. Compensation will only be paid for travel required by the State for the performance of duties outlined in the Scope of Services.

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Mental Health and Developmental Disabilities
Fiscal Services
10th Floor, Andrew Johnson Building
710 James Robertson Parkway
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Mental Health and Developmental Disabilities, Division of Clinical Leadership;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);

- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations"; and
 - vi. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination" and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Linda M. Parker, Director
Office of Program Support
Department of Mental Health and Developmental Disabilities
300 Cordell Hull Building
425 5th Avenue North
Nashville, TN 37243
Linda.Parker@tn.gov
Telephone # 615-532-6741
FAX # 615-253-3920

The Contractor:

Dick Gourley, Pharm.D.
Dean of Pharmacy
Professor and Dean College of Pharmacy
UT Memphis College of Pharmacy
847 Monroe Ave., Suite 226
Memphis, TN 38163
Fax-901-448-8553
dgourley@utmemo.edu

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. HIPAA Compliance. The State and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. The Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.9. Rule 2 Compliance. The State and the Contractor shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.
- a. The Contractor warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
 - b. The Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the grant so that

both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Contractor in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.12. Drug-Free Workplace. The Contractor agrees that it shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 of the United States Code (41 USC) §§ 701 et seq., and the regulations in Title 45 of the Code of Federal Regulations (45 CFR) Part 82.
- E.13. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- E.14. Professional Practice. The Contractor shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Contractor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Contract.
- E.15. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring

after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE – MEMPHIS, THROUGH ITS COLLEGE OF PHARMACY:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES :

VIRGINIA T. BETTS, MSN, JD, RN, FAAN, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	University of Tennessee – Memphis College of Pharmacy
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	C62-6001636-32

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION